

# Terms and conditions for Photography Competition 2021

# "Golden Age UK West Cumbria"

This Photography competition (the 'Competition') is subject to the following Terms and Conditions ('Conditions') and by entering the Competition you agree to be bound by them.

- The promoter of this competition is Age UK West Cumbria, a registered charity (Charity No. 1122049) and is a Company registered in England (Company No. 10071103) and whose registered office is at The Bradbury Independent Living Centre, Oxford Street, Workington, CA14 2AL.
- 2. By entering the competition, you warrant to Age UK West Cumbria that all information submitted by you regarding yourself and your competition entry ('Entry') is true and accurate and complete in every respect. Age UK West Cumbria reserves the right to verify any information provided in connection with your Entry. If information cannot be verified then the entrant may be disqualified.
- 3. All information detailing how to enter this Competition forms part of these terms and conditions. It is a condition of entry that all rules are accepted as final and that the competitor agrees to abide by these rules. The decision of the judges is final and no correspondence will be entered into. Submission of an entry will be taken to mean acceptance of these terms and conditions.
- 4. Age UK West Cumbria reserves the right in its absolute discretion to disqualify any entrant if it believes that an entrant has breached any of the Conditions, any applicable law (including without limitation copyright law) or has infringed the intellectual property of any other person. Each entrant acknowledges and agrees that any failure to comply with the Conditions may lead to Age UK West Cumbria disqualifying that person, without Age UK West Cumbria being required to give any reason for such disqualification or granting any opportunity for challenge.
- 5. Employees of Age UK West Cumbria or any agents or employees are not eligible to enter the Competition.

## **Competition entries**

6. There are three entry routes to this Competition as follow:

- by email to **hello@ageukwestcumbria.org.uk** Entries must be labelled with the entrant's name and location of the photograph and image files must be 200 dpi and between 1MB and 3MB. Entrants should include their own name, address and telephone number.
- via Instagram using **@ageukwestcumbria** and the hashtag **#goldenageuk** Instagram entrants must be willing to disclose their own name, address, telephone number and email on request.
- By post to: **The Bradbury Independent Living Centre, Oxford Street, Workington, CA14 2AL.** Please include a stamped addressed envelope with your entry and we will do our best to return them to you. Entrants should include their own name, address, telephone number and email address. *We regret that we cannot guarantee the safe return of your photos and Age UK West Cumbria cannot be held responsible for any lost or damaged entries.*
- 7. All entries should depict West Cumbrian people, past and present, in West Cumbrian locations.
- 8. There are no limits to the amount of entries per person or per category.

#### 9. All Entries must be received by the specified dates ('Closing Date') as follows:

MAY: Nature / The Great Outdoors	Closing Date: 01/06/2021
JUNE: Sports, Hobbies & Pastimes	Closing Date: 01/07/2021
JULY: Animals and Pets	Closing Date: 01/08/2021
AUGUST: Holidays	Closing Date: 01/09/2021
SEPT: World of Work	Closing Date: 01/010/2021
OCTOBER: Through the generations: Babies & Children	Closing Date: 01/011/2021
NOVEMBER: In the Home	Closing Date: 01/12/2021
DECEMBER: Christmas	Closing Date: 01/01/2022
JANUARY: Whatever the weather	Closing Date: 01/02/2022
FEBRUARY: Togetherness	Closing Date: 01/03/2022
MARCH: Blooming Marvellous: In the Garden	Closing Date: 01/04/2022
APRIL: Celebration / Party Time!	Closing Date: 01/05/2022

- 10. The Competition is open to persons who are resident in the United Kingdom, and also to persons who are resident outside of the United Kingdom provided that they able to enter the Competition without breaching any law or regulation of the jurisdiction in which they are resident.
- 11. This competition is open to any age. Age UK West Cumbria shall be entitled to assume that the parents or guardians of any entrant who is less than 18 years old have consented to that person's entry into the Competition. Entrants may be required to provide proof of identity and if aged under 18, should be able to demonstrate to Age UK West Cumbria's satisfaction that their parent or guardian has given their consent to such entry.
- 12. All images submitted must be the work of the individual submitting them. It is the responsibility of each entrant to ensure that any images they submit which include an identifiable person or persons have been taken with the permission of the person or persons pictured and do not infringe the copyright of any third party or any laws. Entrants must warrant that the photograph they are submitting is their own work, they are the sole owner and that they own the copyright for it. By entering the competition you are agreeing that there is no permission or copyright breaches attached to the submitted photo. If this information cannot be verified, then the entrant or entry may be disqualified.
- 13. This is a campaign to build up a database of photographs of real West Cumbrian people that can be used for Age UK West Cumbria promotional campaigns. We will choose a series of the best ones to become Age UK West Cumbria stock photos.
- 14. We are looking for photos that:
  - Show West Cumbria people aged 50years + in a positive realistic light.
  - Show people who are Active. Engaged. Diverse.
  - Step away from the stereotype of older people.
  - A good mix of Male and Female, age ranges, ethnic diversity, outfits, era.
  - Are old photos or present day.
  - Show older people on their own or with family members.
- 15. Digital Entries should be submitted in a HIGH RESOLUTION format, minimum **350 dpi.** Images which are not high resolution may be discounted from the competition. Entries should be submitted by the Closing Date (As detailed above) and in the manner set out in these conditions. Failure to do so may result in disqualification.
- 16. Age UK West Cumbria accepts no responsibility for the return of any Entries which are submitted in hard copy form as well as electronic form.

- 17. Entrants must not be professional photographers, and, for the purposes of this competition, a professional photographer will be considered as someone who makes more than half their annual income from the sales of their photographs.
- 18. Only valid entries will be accepted; the entrant will be disqualified if any of the following apply:
  - a) The entry contains racist, indecent content, sexism or inappropriate language.
  - b) The entry condones or promotes antisocial or immoral behaviour.
  - c) The entry could be considered offensive to another person based on their demographics including but not limited to age, gender or religion.
- 19. Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt. Entries must not be sent through agencies or third parties.

## Prize-winners

- 20. Prize-winners will be selected and notified no later than one month after the closing date for their category, by email. Twelve winning images will be selected by the Age UK West Cumbria judges to feature in charity merchandise which will be sold to raise funds for the charity's work. All twelve winners will each receive a certificate and a canvas with their winning image displayed on it. The 12 category winners plus 48 runners up will be entered into a prize draw which will take place in May 2022. The overall prize draw winner will receive a photoshoot.
  - 21. The prizes as described are available on the date of publication. All prizes are non-transferable and there are no cash alternatives.
  - 22. Events may occur that render the Competition itself or the awarding of the prizes impossible due to reasons beyond the control of Age UK West Cumbria and accordingly Age UK West Cumbria may at its absolute discretion vary or amend the Competition and the entrant agrees that no liability shall attach to Age UK West Cumbria as a result thereof.
  - 23. The winners will be contacted on the email address (or phone number if no email was provided) provided at the point of entry and the winners photographs and names will also be publicly announced on Age UK West Cumbria website and social media.
  - 24. The winners will be required to claim their prize via email or phone, and provide the appropriate details so that we can arrange delivery of the prize.
  - 25. The judges' decisions will be final, and no correspondence can be entered into.

- 26. If the winner is unable to be contacted after reasonable attempts have been made, Age UK West Cumbria reserves the right to either offer the prize to a runner up or to re-offer the prize in any future competition.
- 27. Winner's first name and post code can be requested by any member of the public no sooner than one month after the closing date by writing to: The Bradbury Independent Living Centre, Oxford Street, Workington, CA14 2AL. A stamped addressed envelope must be enclosed with the request.

#### Liability

- 28. Age UK West Cumbria accepts no responsibility for Entries lost, damaged or delayed whether due to transmission errors, website malfunction, computer error or otherwise. Intellectual property rights and data protection.
- 29. Entrants agree to their submitted pictures appearing in the Age UK West Cumbria merchandise, press packs, promotional material including but not exclusive to posters, leaflets banners etc, as well as on our own and the respective partners' blogs, facebook, twitter and other social medias.
- 30. By submitting an Entry in the Competition you grant to Age UK West Cumbria a non-exclusive royalty-free worldwide commercial licence unlimited in time, to use the Entry (whether or not it wins the Competition) in all formats and in any medium of communication, and for all promotional purposes which Age UK West Cumbria shall consider appropriate. You represent and warrant to Age UK West Cumbria, with the intention that Age UK West Cumbria shall rely on such representation and warranty, that each of your Entries is original, and that you own each of them exclusively and have the right, without the permission of any other person or legal entity, to license to Age UK West Cumbria the rights in the Entry for all the purposes contemplated in these Conditions. The scope of the licence granted to Age UK West Cumbria in this paragraph 29 shall include your irrevocable permission to Age UK West Cumbria to use, reproduce, publish, display, transmit, copy, amend, store, and sell (your image may appear on materials we sell eg, cards, calendars, books etc) your Entry worldwide for such purposes as Age UK West Cumbria shall think fit without restriction or time limit.
- 31. You can apply for your Entry to be taken off the database at any time in writing to: The Bradbury Independent Living Centre, Oxford Street, Workington, CA14 2AL. This is will be at the discretion of Age UK West Cumbria and cannot be guaranteed as a success. Photos used historically cannot be removed or changed.
- 32. Any personal information relating to entrants will be used by Age UK West Cumbria in accordance with data protection legislation in force in England.
- 33. All Competition entrants unconditionally agree to the use of their name in connection with any Entry which is published in any form in any media.

- 34. This competition is in no way endorsed by Facebook, Twitter or any other social media network.
- 35. Age UK West Cumbria reserves the right to modify these terms and conditions at any time through <u>https://www.ageuk.org.uk/westcumbria/get-</u><u>involved/competitions/</u> without giving notice.
- 36. If you would like to remove your entry from the competition then you can do so within 7 days of entry by emailing <u>hello@ageukwestcumbria.org.uk</u> After the 7 day limit the Entry cannot be retracted unless in extreme circumstances.

Governing law and jurisdiction

- 37. These Conditions and any dispute or claim arising out of or in connection with them or their subject matter (including the Competition), validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 38. The Courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with the Conditions or their subject matter (including non-contractual disputes or claims).

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www.ageuk.org.uk/westcumbria

www.vint-ageuk.co.uk

